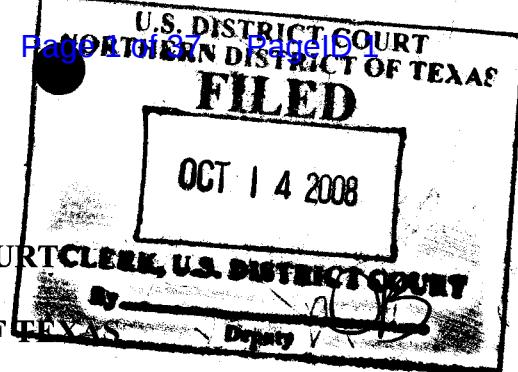


N ✓ P.H.V. to Judge



ORIGINAL

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF TEXAS

SANDBOTE, WAGGONER & ZOPOLSKY, PC

CIVIL ACTION

VERSUS

3 - 08-CV-1826 - N
NO:

BARRISTER GLOBAL SERVICES NETWORK,
INC. AND JOHN S. BOWERS, III

SEC:

NOTICE OF REMOVAL

Defendants Barrister Global Services Network, Inc. ("Barrister") and John S. Bowers, III ("Bowers") hereby file this Notice of Removal of the above-described action, now removed to the U. S. District Court for the Northern District of Texas from the 298th Judicial District Court for Dallas County, Texas, where it was pending under Docket No. 2008-11931, as provided by Title 28, U.S. Code, Chapter 89, and would aver:

1.

The action is a civil action concerning allegations of a breach of contract and open account, over which the United States District Court for the Northern District of Texas has jurisdiction, pursuant to 28 U.S.C. 1332. This dispute involves diverse parties inasmuch as Plaintiff is a resident of Texas, Defendant Bowers is a resident of Louisiana, and Barrister is domiciled in Louisiana and Delaware. The amount of damages pleaded by Plaintiff is \$190,205.26, well in excess of the requisite jurisdictional amount.

2.

Plaintiff has served both Defendants, with Defendant Bowers being served on September 22, 2008 and Defendant Barrister being served on September 23, 2008. Thus, this removal is timely.

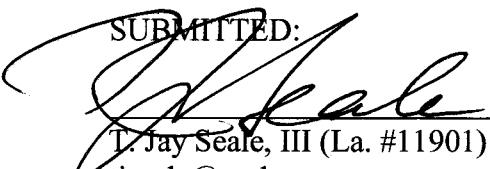
3.

Defendant has filed copies of all state court pleadings in its possession and has given written notice of the removal as required by 28 U.S.C. 1446(d).

WHEREFORE, Defendants Barrister Global Services Network, Inc. and John S. Bowers, III, Inc. request that this action proceed in this Court as an action properly removed to it, and forth all other relief to which they are entitled.

Respectfully submitted this 10th day of October, 2008.

SUBMITTED:


T. Jay Seale, III (La. #11901)
tjseale@sealeross.com

William Stephens (TX #24054308)
w.stephens@sealeross.com

Amy L. Gonzales (TX #24029579)
a.gonzales@sealeross.com

SEALE & ROSS, PLC
200 North Cate Street
P.O. Drawer 699
Hammond, Louisiana 70404
Telephone: (985) 542-8500
Facsimile: (985) 542-4111

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 10th day of October, 2008, served a copy of the foregoing pleading on counsel for all parties who have appeared in this proceeding, by mailing the same by United States mail properly addressed, and first-class postage prepaid.

Louis J. Sandbute
Sandbute, Waggoner & Zopolsky, PC
5307 E. Mockingbird Lane, Suite 802
Dallas, TX 75206



CAUSE NUMBER 2008-11931

**SANDBOTE, WAGGONER &
ZOPOLSKY, P.C.**

***** **DISTRICT COURT**

VERSUS

***** **DALLAS COUNTY, TEXAS**

BARRISTER GLOBAL SERVICES

NETWORK, INC. AND JOHN S. BOWERS, III *

298TH JUDICIAL DISTRICT

FILED: _____

_____ **DEPUTY CLERK**

INDEX

1.	Plaintiff's Original Petition and Request for Disclosure	09/16/08
2.	Defendant's Motion for Extension Of Time to Plead	10/08/08

INDEX NO. 1

CAUSE NO. 08-11931

2000-2
FILED

IN THE DISTRICT COURT 2:11

SEP 15 1964

STRICT COURT 2: 14

23) DALLAS H. SIMMONS

ROCKWALL COUNTY, TEXAS

DEPUTY 63

- 874 -

1960-1961

**M-298th
JUDICIAL DISTRICT**

**PLAINTIFF'S ORIGINAL PETITION
AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF THE COURT:

Plaintiff Sandbore, Waggoner & Zopolsky, P.C. files this Original Petition against

Defendants Barrister Global Services Network, Inc. and John S. Bowers, III.

A Discovery-Control Plan

1 Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil

Procedure 190 3

B. Parties

2. Plaintiff Sandbute, Waggoner & Zopolsky, P.C. ("Plaintiff"), a professional corporation, is a resident of Dallas County, Texas.

3. Defendant Barrister Global Services Network, Inc. ("Barrister"), a foreign corporation organized and existing under the laws of the State of Delaware and whose principal office is located at 835-B Pride, Hammond, Louisiana 70401, can be served with process by serving its registered agent for service of process, National Registered Agents, Inc., at 16055 Space Center Blvd., Suite 235, Houston, Texas 77062.

4. John S. Bowers, III ("Bowers"), an individual who is a nonresident of Texas, whose usual place of business is 835-B Pride, Hammond, Louisiana 70401, may be served with process by the clerk of this court by mailing a copy of the citation, with a petition attached, to Defendant at that address by certified mail, return receipt requested, delivery restricted to addressee.

C. Jurisdiction

5. The Court has jurisdiction over the lawsuit because the amount in controversy exceeds the Court's minimum jurisdictional requirements.

6. The Court has jurisdiction over Barrister and Bowers, nonresidents, because the fee agreement made the basis of Plaintiff's suit provides that the venue of any suit relating to such fees or this matter will be in Dallas, Texas.

7. The Court also has jurisdiction over Barrister and Bowers because they purposefully availed themselves of the privileges and benefits of conducting business in Texas by contracting with a Texas resident. Specifically, Barrister and its Chief Executive Officer, Bowers, contracted with Plaintiff for legal services to be provided by Plaintiff, a law firm whose sole office is in Dallas, in defending Barrister in the lawsuit styled *McAfee, Inc. v. Agilysys, Inc.*, *Barrister Global Services Network and Vigilant Insurance Company*, Cause Number 2007-02397 in the 193rd District Court of Dallas County, Texas, and to pay Plaintiff for its services. Plaintiff negotiated the contract from its Dallas office, the vast majority of Plaintiff's work pursuant to the contract took place in Dallas, and Barrister and Bowers' payments under the contract were required to be sent to Plaintiff at its Dallas office.

D. Venue

8. Venue for this suit for breach is proper in Dallas County because the fee agreement made the basis of Plaintiff's suit provides that the venue of any suit relating to such fees or this matter will be in Dallas, Texas.

9. Additionally, venue for this suit is permissive in Dallas County because it is the county in which all or a substantial part of the events or omissions giving rise to the claim occurred and/or it is the county in which the Plaintiff resided at the time of the accrual of the causes of action. *See TEX. CIV. PRAC. & REM. CODE ANN. § 15.002(a)(1),(4).*

E. Facts

10. In the spring of 2007, Barrister retained Plaintiff – along with co-counsel William M. Stephens of the law firm of Seale & Ross – to represent it in a complex commercial lawsuit styled *McAfee, Inc. v. Agilysys, Inc., Barrister Global Services Network and Vigilant Insurance Company*, Cause Number 2007-02397 in the 193rd District Court of Dallas County, Texas ("The Lawsuit"). The parties agreed that Barrister would pay Plaintiff on an hourly basis at the agreed rate that Barrister itself had proposed. Plaintiff proceeded to perform its obligations under that agreement. Rather than paying the full amount of Plaintiff's invoices when due, however, Barrister, without seeking Plaintiff's agreement, began paying far below the total invoice amounts. As a result of these reduced payments, by February of 2008 Barrister had amassed an arrearage of approximately \$140,000 in overdue bills, with The Lawsuit still ongoing and fees continuing to accrue.

11. On February 28, 2008, Plaintiff, Barrister, and Bowers reached an agreement regarding the payment of Plaintiff's bills. According to the agreement, among other conditions, Barrister and Bowers agreed to pay out their account balance by making an immediate lump-sum

payment of \$37,000, and weekly payments thereafter between \$10,000 to \$15,000 each, until the account balance was paid in full. Barrister further agreed that it would pay all future bills on time and that, in the event Barrister failed to pay in accordance with these contract terms, Plaintiff would have the option of accelerating the debt and withdrawing from representing Barrister. A redacted copy of the contract documents is attached to these pleadings as Exhibit A and is incorporated herein by reference.

12. Barrister proceeded to make the \$37,000 payment and, for a time, weekly payments between \$10,000 and \$13,000. But in July of 2008, soon after Plaintiff had successfully achieved very favorable settlements on Barrister's behalf in the lawsuit, Barrister, through Bowers, announced that they needed to reduce the amount of their weekly payments from the contractually required range of \$10,000-15,000 down to \$2,500. The reason, according to Bowers, was that "the economy is tightening and we need to make adjustments accordingly." By this time, the balance of Barrister and Bowers' debt owed to Plaintiff was approximately \$184,000. Plaintiff declined to agree to the proposed reduction. In response, Barrister and Bowers advised that since Plaintiff would not accept the unilaterally reduced amounts, Barrister and Bowers intended to make no further payments at all.

13. To date, Barrister owes Plaintiff a total of \$190,205.26 in overdue fees and expenses under the contract.

14. In an attempt to resolve this fee dispute without litigation, Plaintiff was agreeable to submitting the dispute to the Fee Arbitration Program of the Dallas Bar Association provided that Defendants would agree not to drag out payment of the resulting arbitration award and not to institute further litigation. Defendants refused to agree to these terms. Therefore, in the interest of resolving this matter as expeditiously as possible, given that Defendant Barrister is, on

information and belief, a multi-million-dollar Delaware corporation and Plaintiff is a three-partner Dallas law firm whose overhead is seriously impaired by a client that fails to pay its legal fees (including those fees that Plaintiff had previously allowed Defendants to pay out in interest-free installments), Plaintiff is filing this suit.

G. Count 1 – Suit on Sworn Account

15. Subject to Paragraph F above, Plaintiff asserts that Plaintiff provided services to Barrister and Bowers on an open account. Barrister and Bowers accepted the services and became bound to pay Plaintiff its designated charges, which were just and true because they were according to the terms of the parties' contract.

16. Plaintiff attaches a redacted copy of the contract as Exhibit A and the required account affidavit as Exhibit B and incorporates them by reference. The account accurately sets forth the invoices (labeled "INV") that Plaintiff submitted to Barrister and Bowers relating to services performed, the dates of those invoices, and the amount of the invoices for the services Plaintiff provided. The account represents a record of the series of transactions that is similar to records Plaintiff systematically keeps in the ordinary course of business.

17. Plaintiff performed and invoiced Barrister and Bowers for a total of \$496,402.38 in services. Barrister and Bowers made partial payments to Plaintiff totaling \$306,197.12. The dates and amounts of these payments are fully accounted for and credited to the account (labeled "PAY"), as reflected in Exhibit B.

18. This claim is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed. Plaintiff attaches an affidavit verifying these facts as Exhibit B and incorporates it by reference.

19. The principal balance due on the account is \$190,205.26.
20. Attorney fees. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code chapter 38 because this is a suit on an account, which is listed in section 38.001(7).

H. Count 2 – Breach of Contract

21. Alternatively, or additionally, and also subject to Paragraph F above, Plaintiff asserts that on February 28, 2008, Plaintiff, Barrister, and Bowers entered into a valid and enforceable written contract. Plaintiff attaches a redacted copy of the contract as Exhibit A and incorporates it by reference. According to the contract, among other conditions, Plaintiff agreed to continue its representation of Barrister in The Lawsuit in consideration of Barrister's agreement to pay out its existing account balance with an immediate lump-sum payment of \$37,000 and, thereafter, weekly payments between \$10,000 to \$15,000 each until the account balance was paid in full. Barrister further agreed that it would pay all of Plaintiff's future bills on time and that, in the event Barrister failed to pay in accordance with these contract terms, Plaintiff would have the option of accelerating the debt and withdrawing from representing Barrister.

22. Plaintiff fully performed its contractual obligations.
23. Barrister and Bowers breached the contract by failing to make timely payments in the agreed-upon amounts until their account balance was paid in full.
24. Barrister and Bowers' breach caused injury to Plaintiff, which resulted in actual damages in the amount of \$190,205.26 for legal services rendered and expenses incurred in Plaintiff's performance of the contract, for which Plaintiff hereby sues.

25. Attorney fees. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code chapter 38 because this is a suit for breach of contract.

I. Count 3 – Quantum Meruit

26. In the alternative to Counts 1 and 2, and also subject to Paragraph F above, Plaintiff asserts that Plaintiff is entitled to recover from Barrister and Bowers on the basis of quantum meruit. Plaintiff provided valuable services to Barrister and Bowers, and Barrister and Bowers accepted those services. Although Barrister and Bowers had reasonable notice that Plaintiff expected compensation for the services in the form of money, Barrister and Bowers failed and refused to compensate Plaintiff for all of the services provided. Barrister and Bowers are therefore liable to Plaintiff for the reasonable value of the services performed by Plaintiff, for which amount Plaintiff hereby sues.

27. Attorney fees. Plaintiff is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code chapter 38.001(1)-(3),

J. Jury Demand

28. Plaintiff demands a jury trial and tenders the appropriate fee with this petition.

K. Conditions Precedent

29. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

L. Request for Disclosure

30. Under Texas Rule of Civil Procedure 194, Plaintiff requests that Barrister and Bowers disclose, within 50 days of the service of this request, the information or material described in Rule 194.2.

M. Prayer

31. For these reasons, Plaintiff asks that the court issue citations for Barrister and Bowers to appear and answer, and that Plaintiff be awarded a judgment against Barrister and Bowers, jointly and severally, for the following:

- a. \$ 190,205.26 as the amount due on the account;
- b. Actual damages;
- c. Prejudgment and postjudgment interest at the highest rates allowable by law;
- d. Court costs;
- e. Attorney fees; and
- f. All other relief, at law or in equity, to which Plaintiff is entitled.

Respectfully submitted,

SANDBOTE, WAGGONER & ZOPOLSKY, P.C.

BY:


Louis J. Sandbote
SBN: 17577500

Mockingbird Station, Eighth Floor
5307 E. Mockingbird Lane, Suite 802
Dallas, Texas 75206-5109
214-823-2125
214-823-7536 (fax)

ATTORNEYS FOR PLAINTIFF

EXHIBIT A

From: Joseph Zopolsky
Sent: Thursday, February 28, 2008 4:37 PM
To: 'John S. Bowers, III'
Cc: Nathan Graham; Gage Waggoner; Lou Sandbote
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

Importance: High

Many thanks, John.

From: John S. Bowers, III [mailto:JBowers@barrister.com]
Sent: Thursday, February 28, 2008 4:39 PM
To: Joseph Zopolsky
Cc: Nathan Graham; Gage Waggoner; Lou Sandbote; John S. Bowers, III
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

Joe:

Yes, we are in agreement!

John

John S. Bowers, III
Chief Executive Officer
Barrister Global Services Network, Inc.
P. O. Box 1979
Hammond, LA 70404-1979
Phone: 985-365-0801
Fax: 985-365-0801
E-mail: JBowers@barrister.com
URL: <http://www.barrister.com>

Barrister is a Women's Business Enterprise National Council (WBENC) Certified Woman Owned Company

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From: Joseph Zopolsky [mailto:jzopolsky@sandbotelaw.com]
Sent: Thursday, February 28, 2008 4:34 PM
To: John S. Bowers, III
Cc: Nathan Graham; Gage Waggoner; Lou Sandbote
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

John,

I don't mean to nitpick, but we do need an affirmative representation from you that we have an agreement here, as enumerated below - *please respond that we do have that agreement.*

I am out of the office and we have much work to do, so please let me hear from you today so that we may move forward.

John, thank you.

Joe

From: John S. Bowers, III [mailto:JBowers@barrister.com]
Sent: Thursday, February 28, 2008 4:34 PM
To: Joseph Zopolsky
Cc: Nathan Graham; Gage Waggoner; Lou Sandbute
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

Joe:

Thanks!

John S. Bowers, III
Chief Executive Officer
Barrister Global Services Network, Inc.
P. O. Box 1979
Hammond, LA 70404-1979
Phone: 985-365-0801
Fax: 985-365-0801
E-mail: JBowers@barrister.com
URL: <http://www.barrister.com>

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From: Joseph Zopolsky [mailto:jzopolsky@sandbotelaw.com]
Sent: Thursday, February 28, 2008 4:30 PM
To: John S. Bowers, III
Cc: Nathan Graham; Gage Waggoner; Lou Sandbute
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

John:

That is fine.

Please confirm your agreement as to terms below, which we require, so that we may continue work.

Many thanks.
Joe

From: John S. Bowers, III [mailto:JBowers@barrister.com]
Sent: Thursday, February 28, 2008 4:13 PM
To: Joseph Zopolsky
Cc: Nathan Graham; Gage Waggoner; Lou Sandbute
Subject: RE: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

Joe:

We will cut and send next day air tomorrow the check for you to receive on Monday.

Please confirm.

John S. Bowers, III
Chief Executive Officer
Barrister Global Services Network, Inc.
P. O. Box 1979
Hammond, LA 70404-1979
Phone: 985-365-0801
Fax: 985-365-0801
E-mail: JBowers@barrister.com
URL: <http://www.barrister.com>

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From: Joseph Zopolsky [mailto:jzopolsky@sandbotelaw.com]
Sent: Thursday, February 28, 2008 1:47 PM
To: John S. Bowers, III
Cc: Nathan Graham; Gage Waggoner; Lou Sandbute
Subject: McAfee v. Barrister (RESPONSE REQUIRED TODAY)

Dear John,

This is to respond to your e-mail below. We were pleased to hear from you

The partnership of this firm has reviewed your proposal recited below, and is agreeable to the numbers that you have suggested: that is, that you will send and we will receive before the end of business tomorrow a check for \$37,000, and you will pay our firm an amount between \$10,000 and \$15,000 each and every week thereafter until the balance on your account is paid in full.

John, if you and Barrister agree to the conditions set forth in our February 27, 2008 letter referenced below, with the amounts of the payments recited in that letter modified as set forth in the preceding paragraph of this e-mail, please confirm by stating your agreement to the same in a responsive e-mail.

We are pleased to be resolving this situation.

Sincerely
Joe

From: John S. Bowers, III [mailto:JBowers@barrister.com]
Sent: Thursday, February 28, 2008 10:29 AM
To: Joseph Zopolsky
Subject: Re: McAfee v. Barrister

Joe:

We can cut and send overnight a check for \$37K.

We would then pay \$10 to \$15 a week, every week.

John

----- Original Message -----

From: Joseph Zopolsky <jzopolsky@sandbotelaw.com>

To: John S. Bowers, III; Dustin Dreher <ddreher@sandbotelaw.com>; Debra D. Bowers; Jared Bowers

Cc: w.stephens@sealeross.com <w.stephens@sealeross.com>; StephensLawFirm@aol.com <StephensLawFirm@aol.com>;

Nathan Graham <ngraham@sandbotelaw.com>;

Sent: Thu Feb 28 10:21:48 2008

Subject: RE: McAfee v. Barrister

John, per our discussion yesterday, I hope you will give me a call today and we can work out this issue. My office number is 214.823.2125.

I look forward to hearing from you.

From: John S. Bowers, III [mailto:JBowers@barrister.com]

Sent: Wednesday, February 27, 2008 6:38 PM

To: Dustin Dreher; Debra D. Bowers; Jared Bowers

Cc: Joseph Zopolsky; w.stephens@sealeross.com; StephensLawFirm@aol.com; Nathan Graham

Subject: Re: McAfee v. Barrister

Joe

I'm in receipt and will review this matter with all parties.

John

John S. Bowers, III
Chief Executive Officer
Barrister Global Services Network, Inc.
P.O. Box 1979
Hammond, LA 70404-1979
Phone: 985-365-0801
Fax: 985-365-0801
E-mail: jbowers@barrister.com
URL: www.barrister.com

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----- Original Message -----

From: Dustin Dreher <ddreher@sandbotelaw.com>

To: Debra D. Bowers; John S. Bowers, III; Jared Bowers

Cc: Joseph Zopolsky <jzopolsky@sandbotelaw.com>; William "Bill" Stephens <w.stephens@sealeross.com>;

StephensLawFirm@aol.com <StephensLawFirm@aol.com>; Nathan Graham <ngraham@sandbotelaw.com>;

Sent: Wed Feb 27 18:22:39 2008

Subject: McAfee v. Barrister

Ms. Bowers, Mr. Bowers, and Mr. Bowers

Attached please find our February 27, 2008 status report.

Yours truly,

DUSTIN J. DREHER on behalf of Joe Zopolsky

ATTORNEY AT LAW

SANDBOTE, WAGGONER & ZOPOLSKY, P.C.
Mockingbird Station, Eighth Floor
5307 E. Mockingbird Lane, Suite 802
Dallas, Texas 75206
(214) 823-2125
(214) 823-7536 Fax
ddreher@sandbotelaw.com <mailto:ddreher@sandbotelaw.com>

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SANDBOTE
WAGGONER &
ZOPOLSKY

Joseph D. Zopolsky
Attorney at Law

jzopolsky@sandbotelaw.com

February 27, 2008

Ms. Debra D. Bowers
Barrister Global Services Network, Inc
PO Box 1979
Hammond, LA 70404-1979
VIA E-MAIL &
CM/RRR # 7007 3020 0000 5137 3792

Mr. Jared M. Bowers
Barrister Global Services Network, Inc
PO Box 1979
Hammond, LA 70404-1979
VIA E-MAIL &
CM/RRR # 7007 3020 0000 5137 3815

Mr. John S. Bowers, III
Barrister Global Services Network, Inc
PO Box 1979
Hammond, LA 70404-1979
VIA E-MAIL &
CM/RRR # 7007 3020 0000 5137 3808

Re: Case No. 07-02397, *McBee Aguirre, Inc., Barrister Global Services Network and English Insurance Company*

Dear Debra, John and Jared:

Please allow this report to serve as our status report to you pertaining to the above-referenced matter. Since this letter addresses the conditions required by our firm to continue to represent Barrister, we urge you to carefully review it.

REDACTED

Ms. Debra D. Bowers
Mr. John S. Bowers, III
Mr. Jared M. Bowers
February 24, 2008
Page 2 of 4

REDACTED

IV

Ms. Debra D. Bowers
Mr. John S. Bowers, III
Mr. Jared M. Bowers
February 27, 2008
Page 3 of 4

REDACTED

V Outstanding Fees

It has been brought to my attention by the partnership of this firm that the current balance owed by Barrister to our law firm is \$139,687.63.

REDACTED

VI Moving Forward

In order for our firm to continue to defend Barrister in this case, the following is required

- (i) the outstanding balance must be paid in full and received by our office by 5:00 p.m. on Friday, March 7, 2008,
- (ii) all future bills will be paid on time, and
- (iii) Bill Stephens will continue to serve as counsel of record along with our firm through trial,

REDACTED

In addition, failing to pay in accordance with the foregoing will give the firm the option of treating same as anticipatory breach and accelerating the debt, in which case the full balance of all outstanding fees and expenses will be due, and will entitle this firm to withdraw from representation at that time without any contest by Barrister as to said withdrawal, and the venue for any dispute/suit relating to these fees or this matter will be Dallas, Texas.

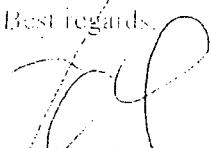
REDACTED

Mr. Debra D. Bowers
Mr. John S. Bowers III
Mr. Jared M. Bowers
February 27, 2008
Page 4 of 4

VII. Conclusion

We have enjoyed our work with Barrister and look forward to hearing from you.

Best regards,


Joe Zopolosky

on behalf of the firm

REDACTED

JDZ:ar

cc: Mr. Bill Stephens
Seale & Peeler
733 N. Claiborne Blvd. Suite 310
Resource Bank Building
Mandeville, Louisiana 70473
VIA E-MAIL

EXHIBIT B

CAUSE NO. _____

SANDBOTE, WAGGONER & ZOPOLSKY, P.C. § IN THE DISTRICT COURT
§
§
§
§
vs. § DALLAS COUNTY, TEXAS
§
§
§
BARRISTER GLOBAL SERVICES §
NETWORK, INC. and JOHN S. §
BOWERS, III § JUDICIAL DISTRICT

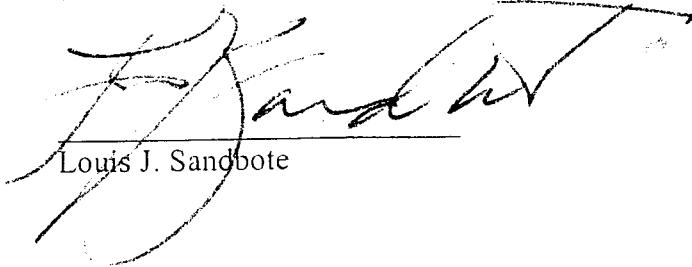
AFFIDAVIT OF LOUIS J. SANDBOTE

STATE OF TEXAS §
§
COUNTY OF DALLAS §

Before me, the undersigned notary, on this day personally appeared Louis J. Sandbote, the affiant, a person whose identity is known to me. After I administered an oath, affiant testified:

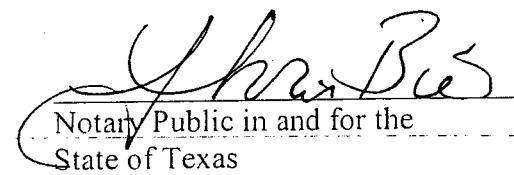
1. "My name is Louis J. Sandbote. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. Plaintiff in this case is Sandbote, Waggoner & Zopolsky, P.C. ("SW&Z"), a law firm. Defendants are Barrister Global Services Network, Inc. ("Barrister") and John S. Bowers, III ("Bowers"), former clients of SW&Z. I am a shareholder and a named partner in the firm of SW&Z.
3. This action is based on a written contract between SW&Z, on the one hand, and Barrister and Bowers, on the other, of which a systematic record was kept.

4. The principal balance of \$190,205.26 is due on the account, which is attached to this Affidavit as Attachment 1 and incorporated by reference. That amount is just and true, it is due, and all just and lawful offsets, payments, and credits have been allowed."

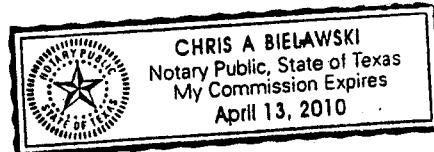


Louis J. Sandbote

SUBSCRIBED AND SWORN TO before me on the 1st day of August, 2008.



Chris Bielawski
Notary Public in and for the
State of Texas



7/31/2008
3:51 PMSANDBOTE, WAGGONER & ZOPOLSKY, P.C.
A/R with Running Balances

Page 1

Selection Criteria

Clie.Selection Include: MCAFEE

Client

Date	Type	Description	Value	Balance
	MCAFEE			
	Beginning Balance			0.00
7/8/2007	INV	Invoice No. 16503	15852.77	15852.77
8/10/2007	INV	Invoice No. 16538	21208.24	37061.01
8/13/2007	PAY	Payment - thank you. Check No. 309231	(7926.77)	29134.24
8/23/2007	PAY	Payment - thank you. Check No. 309845	(2000.00)	27134.24
8/29/2007	PAY	Payment - thank you. Check No. 310430	(2000.00)	25134.24
9/6/2007	PAY	Payment - thank you. Check No. 311067	(3926.00)	21208.24
9/14/2007	INV	Invoice No. 16586	21541.17	42749.41
10/3/2007	PAY	Payment - thank you. Check No. 312594	(3000.00)	39749.41
10/11/2007	INV	Invoice No. 16622	10059.20	49808.61
10/15/2007	PAY	Payment - thank you. Check No. 313526	(3000.00)	46808.61
10/18/2007	PAY	Payment - thank you. Check No. 314618	(3000.00)	43808.61
10/22/2007	PAY	Payment - thank you. Check No. 314733	(4000.00)	39808.61
10/29/2007	PAY	Payment - thank you. Check No. 315349	(2000.00)	37808.61
11/8/2007	PAY	Payment - thank you. Check No. 315881	(3541.17)	34267.44
11/20/2007	INV	Invoice No. 16677	14535.74	48803.18
11/21/2007	PAY	Payment - thank you. Check No. 317200	(3000.00)	45803.18
12/20/2007	PAY	Payment - thank you. Check No. 318730	(6000.00)	39803.18
12/20/2007	INV	Invoice No. 16722	56033.68	95836.86
1/2/2008	PAY	Payment - thank you. Check No. 321015	(3000.00)	92836.86
1/7/2008	PAY	Payment - thank you. Check No. 320028	(2913.71)	89923.15
1/8/2008	PAY	Payment - thank you. Check No. 320854	(9294.53)	80628.62
1/16/2008	PAY	Payment - thank you. Check No. 321649	(2500.00)	78128.62
1/25/2008	PAY	Payment - thank you. Check No. 321720	(4507.50)	73621.12
1/31/2008	PAY	Payment - thank you. Check No. 322266	(3051.70)	70569.42
2/2/2008	INV	Invoice No. 16763	71618.21	142187.63
2/6/2008	PAY	Payment - thank you. Check No. 322775	(2500.00)	139687.63
2/14/2008	PAY	Payment - thank you. Check No. 323328	(5000.00)	134687.63
2/22/2008	PAY	Payment - thank you. Check No. 323933	(7035.74)	127651.89
2/27/2008	PAY	Payment - thank you. Check No. 324643	(4000.00)	123651.89
3/3/2008	PAY	Payment - thank you. Check No. 325424	(37000.00)	86651.89
3/14/2008	PAY	Payment - thank you. Check No. 325861	(13000.00)	73651.89
3/17/2008	PAY	Payment - thank you. Check No. 326189	(2033.68)	71618.21
3/17/2008	PAY	Payment - thank you. Check No. 326189	(9966.32)	61651.89
3/23/2008	INV	Invoice No. 16836	48961.78	110613.67
3/25/2008	PAY	Payment - thank you. Check No. 327364	(13000.00)	97613.67
3/31/2008	PAY	Payment - thank you. Check No. 327426	(10000.00)	87613.67
4/8/2008	PAY	Payment - thank you. Check No. 327944	(12000.00)	75613.67
4/14/2008	PAY	Payment - thank you. Check No. 328783	(10000.00)	65613.67
4/22/2008	PAY	Payment - thank you. Check No. 329490	(10000.00)	55613.67
4/29/2008	PAY	Payment - thank you. Check No. 329933	(4348.11)	51265.56
4/29/2008	PAY	Payment - thank you. Check No. 329933	(6651.89)	44613.67
5/8/2008	INV	Invoice No. 16897	80551.43	125165.10
5/13/2008	PAY	Payment - thank you. Check No. 330497	(10000.00)	115165.10
5/13/2008	PAY	Payment - thank you. Check No. 330923	(10000.00)	105165.10
5/19/2008	PAY	Payment - thank you. Check No. 6/3email	(11000.00)	94165.10
5/30/2008	PAY	Payment - thank you. Check No. 332247	(10000.00)	84165.10
6/5/2008	PAY	Payment - thank you. Check No. 332683	(10000.00)	74165.10

7/31/2008
3:51 PMSANDBOTE, WAGGONER & ZOPOLSKY, P.C.
A/R with Running Balances

Page 2

Client

Date	Type	Description	Value	Balance
6/12/2008	PAY	Payment - thank you. Check No. 333682	(10000.00)	64165.10
6/24/2008	INV	Invoice No. 16946	99170.73	163335.83
6/24/2008	PAY	Payment - thank you. Check No. 334409	(10000.00)	153335.83
7/1/2008	PAY	Payment - thank you. Check No. 335011	(10000.00)	143335.83
7/10/2008	PAY	Payment - thank you. Check No. 335549	(10000.00)	133335.83
7/30/2008	INV	Invoice No. 17004	56869.43	190205.26
Ending Balance				190205.26

Grand Total

0.00

Total Added

496402.38

Total Removed

(306197.12)

Ending Balance Total

190205.26

INDEX NO. 2

CAUSE NUMBER 2008-11931**SANDBOTE, WAGGONER &
ZOPOLSKY, P.C.*** **DISTRICT COURT**

*

*

*

*

VERSUS* **DALLAS COUNTY, TEXAS****BARRISTER GLOBAL SERVICES**

*

NETWORK, INC. AND JOHN S. BOWERS, III *

*

298TH JUDICIAL DISTRICT**FILED:** _____**DEPUTY CLERK****DEFENDANTS' MOTION FOR EXTENSION OF TIME TO PLEAD**

NOW INTO COURT, through undersigned counsel, come Barrister Global Services Network, Inc. and John S. Bowers, III, sought to be made defendants herein, for the sole purpose of requesting a 20 day extension of time or until November 12, 2008 and November 3, 2008 respectively to respond to the Petition filed herein as the undersigned counsel has only recently received this matter, and needs further time to research the facts and applicable law before filing responsive pleadings.

Respectfully submitted this 8th day of October, 2008.

RESPECTFULLY SUBMITTED:

/s/ Amy L. Gonzales

William M. Stephens (#24054308)

w.stephens@sealeross.com

Amy Lawler Gonzales (#24029579)

a.gonzales@sealeross.com

SEALE & ROSS, PLC

200 North Cate Street

P.O. Drawer 699

Hammond, Louisiana 70404

Telephone: (985) 542-8500

Facsimile: (985) 542-4111

CERTIFICATE OF SERVICE

I do hereby certify that I have on this 8th day of October, 2008, served a copy of the foregoing pleading on counsel for all parties who have appeared in this proceeding, by mailing the same by United States mail properly addressed, and first-class postage prepaid.

Louis J. Sandbote
Sandbote, Waggoner & Zopolksy, PC
5307 E. Mockingbird Lane, Suite 802
Dallas, TX 75206

/s/ Amy L. Gonzales

CERTIFICATE OF CONFERENCE

Counsel for movant has personally attempted to contact the counsel for respondent to resolve the matters presented as follows: (telephone call on 10/02/08- no response; fax on 10/07/08 which also transmitted proposed motion- respondent provided response disagreeing to extension and did not resolve this matter; email on 10/08/08- no response).

Counsel for movant has caused to be delivered to counsel for respondent and counsel for respondent has received a copy of the proposed motion. At least one attempt to contact the counsel for respondent was made that followed the receipt by counsel for respondent of the proposed motion. Counsel for respondent has failed to respond or attempt to resolve the matters presented.

Certified to this 8th day of October, 2008 by

/s/ Amy L. Gonzales

CAUSE NUMBER 2008-11931

**SANDBOTE, WAGGONER &
ZOPOLSKY, P.C.**

* **DISTRICT COURT**

*

*

*

*

VERSUS

* **DALLAS COUNTY, TEXAS**

*

*

**BARRISTER GLOBAL SERVICES
NETWORK, INC. AND JOHN S. BOWERS, III ***

* **298TH JUDICIAL DISTRICT**

*

FILED: _____

_____ **DEPUTY CLERK**

ORDER

Considering the a foregoing Motion;

IT IS ORDERED that Barrister Global Services Network, Inc. is hereby granted a twenty (20) day extension of time or until November 12, 2008 to file responsive pleadings in this matter.

IT IS FURTHER ORDERED that John S. Bowers, III is hereby granted a twenty (20) day extension of time or until November 3, 2008 to file responsive pleadings in this matter.

Dallas, Texas, this _____ day of _____, 2008.

_____ **DISTRICT JUDGE**

Amy Lawler Gonzales

From: <eFiling@texasonline.state.tx.us>
To: <a.gonzales@sealeross.com>
Sent: Wednesday, October 08, 2008 4:30 PM
Subject: Filing Trace Number ED057J015280241 has been received by the eFiling for Courts

PLEASE DO NOT REPLY TO THIS E-MAIL.

This email acknowledges that a filing with the following information was received from the Electronic Filing Service Provider and has been transmitted successfully to eFiling for Courts:

eFiling for Courts Received Date/Time: Wednesday, October 08, 2008 4:29 PM
Delivered to Court: Dallas District - Civil
Time Zone of Jurisdiction: (GMT-06:00) Central Time (US & Canada)
Trace Number: ED057J015280241
Official Date/Time: Wednesday, October 08, 2008 4:29 PM
Cause Number: 2008-11931
Style/Case Name: Sandbute, Waggoner & Zopolsky v. Barrister Global Services Network and John S. Bowers, III
Title of Document: Motion for Extension.pdf

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Logout Search Menu New District Civil Search Back

Location : All District Civil Courts Help

REGISTER OF ACTIONS

CASE NO. DC-08-11931

SANDBOTE WAGGONER & ZOPOLSKY PC vs. BARRISTER GLOBAL SERVICES NETWORK INC, et al

§
§
§
§

Case Type: DEBT/CONTRACT
Date Filed: 09/16/2008
Location: 298th District Court

PARTY INFORMATION

DEFENDANTBARRISTER GLOBAL SERVICES NETWORK INC

Lead Attorneys

DEFENDANTBOWERS, JOHN S

PLAINTIFF SANDBOTE WAGGONER & ZOPOLSKY PC

SANDBOTE, LOUIS

Retained

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS		
09/16/2008	ORIGINAL PETITION (OCA)	
09/16/2008	ISSUE CITATION	
09/16/2008	JURY DEMAND (OCA)	
	Vol./Book J24, Page 490, 1 pages	
09/18/2008	CITATION	
	BARRISTER GLOBAL SERVICES NETWORK INC	served 09/23/2008
09/18/2008	CITATION	
	BARRISTER GLOBAL SERVICES NETWORK INC	unserved
	BOWERS, JOHN S	served 09/22/2008

FINANCIAL INFORMATION

PLAINTIFF SANDBOTE WAGGONER & ZOPOLSKY PC		
Total Financial Assessment		388.00
Total Payments and Credits		448.00
Balance Due as of 10/10/2008		(60.00)
09/16/2008	Transaction Assessment	222.00
09/16/2008	Transaction Assessment	16.00
09/16/2008	Transaction Assessment	150.00
09/16/2008	PAYMENT (CASE FEES)	Receipt # 58523-2008-DCLK
		SANDBOTE WAGGONER & ZOPOLSKY PC (448.00)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

SANDBOTE, WAGGONER & ZOPOLSKY, P.C.

OCT 14 2008
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Dallas
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

BARRISTER GLOBAL SERVICES NETWORK, INC.
AND JOHN S. BOWERS, III

3-08 CV 1826-N

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Louis Sandbote (214) 823-2125
SANDBOTE, WAGGONER & ZOPOLSKY, P.C.
5307 E. Mockingbird Lane, Ste. 802
Dallas, TX 75206

ATTORNEYS (IF KNOWN) T. Jay Seale, III
Amy L. Gonzales (985) 542-8500
SEALE & ROSS
P. O. Drawer 699
Hammond, LA 70404

II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(For Diversity Cases Only)

Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizures of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 520 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 780 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DWCA/DWV (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 28 USC 7609

V. ORIGIN

<input type="checkbox"/> 1 Original Proceeding	<input checked="" type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	Transferred from <input type="checkbox"/> 5 another district (specify) <input type="checkbox"/> 6 Multidistrict Litigation	Appeal to District Judge from <input type="checkbox"/> 7 Magistrate Judgment
--	--	--	---	--	--

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE.)

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.

28 USC 1332 Diversity jurisdiction dispute between Texas plaintiffs and Louisiana defendants which exceeds \$75,000

VII. REQUESTED IN COMPLAINT:

 CHECK IF THIS IS A CLASS ACTION
 UNDER F.R.C.P. 23

DEMAND \$190,205.26 CHECK YES only if demanded in complaint:

JURY DEMAND: YES NOVIII. RELATED CASE(S) (See instructions):
IF ANY

DOCKET NUMBER

DATE

10/10/08

SIGNATURE OF ATTORNEY OF RECORD

Amy L. Gonzales

FOR OFFICE USE ONLY

United States District Court
Northern District of Texas

ORI

Supplemental Civil Cover Sheet For Cases Removed
From State Court

8-08-cv-1826-N

This form must be attached to the Civil Cover Sheet at the time the case is filed in the U.S. District Clerk's Office. Additional sheets may be used as necessary.

1. State Court Information:

Please identify the court from which the case is being removed and specify the number assigned to the case in that court.

<u>Court</u>	<u>Case Number</u>
298th Judicial District Court for Dallas County	08-11931

2. Style of the Case:

Please include all Plaintiff(s), Defendant(s), Intervenor(s), Counterclaimant(s), Crossclaimant(s) and Third Party Claimant(s) still remaining in the case and indicate their party type. Also, please list the attorney(s) of record for each party named and include their bar number, firm name, correct mailing address, and phone number (including area code.)

<u>Party and Party Type</u>	<u>Attorney(s)</u>
Plaintiff: Sandbote Waggoner & Zopolosky P.C.	Louis Sandbote (TX#117575500) 5307 E. Mockingbird Ln, Ste. 802 Dallas, TX 75206 PH: (214) 823-2125
Defendant: Barrister Global Services Network, Inc. and John S. Bower, III	T. Jay Seale, III (LA#11901) Amy L. Gonzales (TX#24029579, LA#26897 SEALE & ROSS P. O. Drawer 699 Hammond, LA 70404 PH: (985) 542-8500

3. Jury Demand:

Was a Jury Demand made in State Court?

Yes

No

If "Yes," by which party and on what date?

Plaintiff
Party

09/16/08
Date

Supplemental Civil Cover Sheet
Page 2

4. Answer:

Was an Answer made in State Court?

• Yes

No

If "Yes," by which party and on what date?

 Party

 Date

5. Unserved Parties:

The following parties have not been served at the time this case was removed:

Party

Reason(s) for No Service

N/A

6. Nonsuited, Dismissed or Terminated Parties:

Please indicate any changes from the style on the State Court papers and the reason for that change:

Party

Reason

N/A

7. Claims of the Parties:

The filing party submits the following summary of the remaining claims of each party in this litigation:

Party

Claim(s)

Plaintiff

Suit on open account, breach
 of contract